REPUBLIC OF THE PHILIPPINES
OFFICE OF THE PRESIDENT
NATIONAL AMNESTY COMMISSION

CONTRACT AGREEMENT

(Supply, Delivery of ICT equipment for the National Amnesty Commission (NAC) Central Office and for the 20 Local Amnesty Boards)

This Contract Agreement is executed this 25th day of December 2025, at Quezon City, Philippines, by and between:

The **NATIONAL AMNESTY COMMISSION**, a government agency of the Republic of the Philippines, with principal address at 19th Floor, The Upper Class Tower, Quezon Avenue corner, Scout Reyes Street, Diliman, Quezon City, represented herein by its Head of Procuring Entity, **ATTY. LEAH C. TANODRA-ARMAMENTO**, hereinafter referred to as the "**Procuring Entity**";

-and-

HUAWIE BUILDERS AND DEVELOPMENT CORPORATION, a company duly organized and existing under the laws of the Philippines with principal office at 10 Pearls Island Compound, Malinis St., Lawang Bato, Valenzuela City, represented by the Board of Director, **Mr. Sam David Young,** hereinafter referred to as the **"Supplier".**

WHEREAS, the Procuring Entity invited and conducted a public bidding for the Supply and Delivery of Office ICT Equipment for the National Amnesty Commission (NAC) Central Office and for the twenty (20) Local Amnesty Boards located in different parts of the country under Reference Number NAC-BAC-GDS-2025-002, pursuant to Republic Act No. 9184 as amended by Republic Act No. 12009 and its Revised Implementing Rules and Regulations;

WHEREAS, the Supplier submitted a responsive bid in the total amount of Eight Million Seven Hundred Thirty Thousand Pesos (PhP 8,730,00.00), Philippine Currency, and was found and declared as the Lowest Calculated and Responsive Bidder (LCRB), and was issued a Notice of Award, which it duly received and accepted on December 25, 2025;

WHEREAS, after evaluation and post-qualification, the Supplier was confirmed as post-qualified and thereafter posted the required Performance Security and complied with all other documentary requirements in accordance with Republic Act No. 12009;

WHEREAS, the Procuring Entity subsequently issued the Notice to Proceed on 26 December 2025, directing the Supplier to commence the delivery and installation of the required items within the prescribed period;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein, the Parties agree as follows:

FELIZARDO M. IBARRA NOTARY ROLL NO 80835 PUBLIC QUEZON CITY

I. Documents Constituting the Contract

The following documents, as required under the Implementing Rules and Regulations of Republic Act No. 12009, shall form part of this Contract and shall be read and construed as integral components thereof, viz.:

a. Philippine Bidding Documents (PBD), including:

1. Invitation to Bid;
2. Instructions to Bidders;
3. Bid Form, including all documents and statements contained in the Bidder's bidding envelopes, together with annexes and all other documents submitted (e.g., Bidder's responses to requests for clarification), as well as any corrections to the bid resulting from the Procuring Entity's bid evaluation;
4. Bid Data Sheet;
5. Schedule of Requirements;
6. Technical Specifications;
7. General and Special Conditions of Contract;
8. Supplemental Bid Bulletins, if any; and
9. Other contract documents required by existing laws, rules, regulations, or the Procuring Entity.

b. The winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c. Performance Security;

d. Notice of Award and the Bidder's Conforme thereto; and

e. Other contract documents required by existing laws, regulations, or the Procuring Entity, including but not limited to the Notice to Proceed and the Warranty Security.

II. SCOPE OF WORK

The Supplier shall **supply and deliver** the required office ICT Equipment in strict accordance with the specifications provided in **Annex "A" – Detailed Technical Specifications.** The scope of work shall include, but not be limited to, the following:

1. Procurement and provision of all required materials;
2. Safe transport and delivery of the ICT Equipment to the designated locations;
3. Onsite assembly, installation, and proper placement of all items;
4. Demonstration of correct usage, features, and functionalities, when applicable;
5. Clean-up of the work area and proper disposal of packaging and waste materials.

The Supplier shall ensure that all items delivered are **brand new**, unused, free from defects, and fully compliant with the approved technical specifications.

III. DETAILED TECHNICAL SPECIFICATIONS

The technical specifications governing the office ICT Equipment to be supplied and installed are provided in **Annex "A,"** which forms an integral part of this Contract. The Supplier shall strictly adhere to these specifications, ensuring that all items delivered meet or exceed the minimum requirements at no additional cost to the Procuring Entity. Any variation, substitution, or upgrade in materials, dimensions, design, or functionality shall

FELIZARDO M. IBARRA NOTARY PUBLIC ROLL NO. 80825 QUEZON

require prior written approval from the Procuring Entity and shall not result in any increase in the Contract Price.

IV. DELIVERY TERMS

The Supplier shall deliver all items within 30 calendar days from receipt of the Notice to Proceed. Delivery shall be made to the National Office of the National Amnesty Commission located at the 19th Floor, The Upper Class Tower, Quezon Avenue corner Scout Reyes Street, Diliman, Quezon City, as well as to the respective offices of the twenty (20) Local Amnesty Boards, the exact locations of which are indicated in Annex "B" hereof.

Delivery obligations include:

1. Transport, handling, and loading/unloading
2. Protection against damage during transit
3. Onsite installation and arrangement
4. Demonstration and turnover

The Supplier shall notify the Procuring Entity at least 3 days in advance before actual delivery.

V. INSPECTION AND ACCEPTANCE

The Procuring Entity's Inspection and Acceptance Committee (IAC) shall conduct:

1. Physical inspection of items
2. Measurement verification
3. Testing of mechanisms (chairs, locks, moving parts)
4. Compliance check with specifications

Only fully compliant and functioning items shall be accepted. Non-compliant items must be replaced within seven (7) calendar days at the Supplier's cost.

VI. CONTRACT PRICE AND PAYMENT TERMS

The Procuring Entity shall pay the Supplier the total contract price of Eight Million Seven Hundred Thirty Thousand Pesos (PhP 8,730,00.00), Philippine Currency, inclusive of VAT, all applicable taxes, delivery, installation, and all incidental expenses. The Contract Price is fixed and not subject to price escalation.

Payment shall be processed only upon the Supplier's completion of one hundred percent (100%) delivery of all required items, submission of complete supporting documents, and formal acceptance by the Inspection and Acceptance Committee (IAC). The Supplier shall submit the following documents to facilitate payment processing: Official Receipt, Delivery Receipts, Warranty Certificates, Inspection and Acceptance Report, and Certificate of Completion and Installation.

VII. WARRANTY AND AFTER-SALES SERVICE

The Supplier warrants that all delivered items are brand new, free from defects, and covered by a one (1) year warranty. The Supplier shall provide immediate repair of any defective item within five (5) working days from receipt of a written complaint and shall replace any irreparable or repeatedly defective item at no additional cost to the Procuring Entity. Failure of the Supplier to repair or replace defective items within the prescribed period may result in the suspension of payment processing, the imposition of

FELIZARDO M. [illegible] NOTARY PUBLIC ROLL NO. 80[illegible] QUEZON CITY

administrative penalties, or the termination of the Contract, without prejudice to other remedies available to the Procuring Entity under existing laws and regulations.

VIII. LIQUIDATED DAMAGES

If the Supplier fails to deliver the required items within the prescribed period, the Procuring Entity shall impose liquidated damages at the rate of zero point one percent (0.10%) of the cost of the undelivered items for each calendar day of delay, without the need for further demand or notice.

The imposition of liquidated damages shall continue until delivery is fully completed, subject to the maximum allowable limit under RA 12009 and its Implementing Rules and Regulations.

Should the delay persist beyond a reasonable period or exceed the allowable threshold, the Procuring Entity may initiate appropriate contractual remedies, including the termination of the Contract and the forfeiture of the Supplier's performance security, without prejudice to other legal actions or claims for damages that the Procuring Entity may pursue under applicable laws and regulations.

IX. PERFORMANCE SECURITY

The Supplier has submitted the required Performance Security in accordance with the provisions of RA No. 12009 and its Implementing Rules and Regulations. The Performance Security was furnished in an acceptable form, such as cash, bank guarantee, surety bond, or any other modality authorized under government procurement rules. This security shall guarantee the faithful performance of all obligations under the Contract and shall remain valid, effective, and enforceable until the Procuring Entity issues the Certificate of Final Acceptance of the project.

The Procuring Entity reserves the right to call on, utilize, or forfeit the Performance Security in the event of non-compliance, breach of contract, or failure of the Supplier to satisfactorily perform any of its contractual obligations.

X. CONTRACT TERMINATION

The Procuring Entity may terminate this Contract for any justifiable cause, including but not limited to the Supplier's failure to deliver the required items within the agreed period, delivery of substandard, non-compliant, or rejected items, breach of any material term or condition of the Contract, or the commission of fraud, declaration of insolvency, unwillingness or inability to perform its obligations, or any violation of Republic Act No. 12009 and its Implementing Rules and Regulations. Such termination may be effected by written notice to the Supplier, without prejudice to the Procuring Entity's right to pursue other legal remedies. Upon termination, all losses, damages, or additional costs incurred by the Procuring Entity as a direct or indirect result of the Supplier's acts or omissions shall be charged against the Supplier and may be deducted from any payments due or collected from the Supplier's performance security or other available sources.

XI. GOVERNING LAW

This Contract shall be governed by the provisions of RA No. 12009, otherwise known as the Government Procurement Reform Act, together with its Implementing Rules and Regulations (IRR), and all relevant Commission on Audit (COA) circulars applicable to government procurement, accounting, and auditing processes.

It shall likewise be subject to the guidelines, issuances, and resolutions of the Government Procurement Policy Board (GPPB), as well as all other laws, rules, and

FELIZARDO KIM IBAÑEZ NOTARY ROLL NO. 80835 QUEZON CITY

regulations of the Republic of the Philippines that may apply. In the event of any conflict between the terms of this Contract and the mandatory provisions of law, the latter shall prevail.

XII. AMENDMENTS

Any modification, amendment, or revision to this Contract shall be valid and enforceable only if it is made in writing, duly signed by both parties, and supported by lawful procurement justification consistent with the provisions of Republic Act No. 12009 and its Implementing Rules and Regulations. No verbal agreement, informal communication, or unilateral alteration shall be recognized or deemed to amend the terms of this Contract unless expressly reduced into writing and formally approved in accordance with applicable government procurement policies.

XIII. Effectivity of the Contract

This Contract shall become effective only upon the full signing and execution of the document by both parties through their duly authorized representatives.

XIV. Commencement of Obligations

The Supplier shall begin performing its contractual duties and responsibilities only upon the issuance of the Notice to Proceed by the Procuring Entity. The date stated in the Notice to Proceed shall serve as the official start date for the computation of all delivery periods, performance requirements, and other time-bound obligations, unless otherwise modified in writing and mutually agreed upon by both parties.

XV. Dispute Resolution and Arbitration

Any dispute, difference, or claim arising out of or relating to this Contract—including issues concerning its existence, validity, interpretation, performance, breach, or termination—may be submitted to arbitration or any other form of alternative dispute resolution (ADR) in accordance with the applicable laws. Such proceedings shall be governed by the provisions of Republic Act No. 9285, otherwise known as the *Alternative Dispute Resolution Act of 2004*, or Executive Order No. 1008, series of 1985, also known as the *Construction Industry Arbitration Law*, as may be appropriate. The decision rendered through arbitration or ADR shall be final and binding upon the parties, subject only to judicial review as provided by law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Procuring Entity
Head of the Procuring Entity or Duly Authorized Representative

Atty. Leah C. Tanodra-Armamento
Chairperson

FELIZARDO M. IBARRA
NOTARY PUBLIC
ROLL NO 80835
QUEZON CITY

For the Bidder
Duly authorized to sign the Contract on behalf of **Hauwie Builders and Development Corporation**

Mr. Sam David Young
Board of Director

Signed in the presence of:

ATTY. SER-ME AYUYAO
Commissioner

MEAGAN LAMANILAO

Doc. No. : 230
Page No. : 47
Book No. : 87
Series of 2025.

26 DEC 2025 QUEZON CITY

SUBSCRIBED AND SWORN to before me this _____ in _____

Affiant(s) exhibited to me his/her/their competent evidence of identity

(as shown below his / her/their name(s) bearing his/her/their

photograph and signature and attested to the truth of the foregoing statements.

FELIZARDO M IBARRA
NOTARY
ROLL NO
80835
PUBLIC
QUEZON CITY

ATTY. FELIZARDO M. IBARRA
Notary Public for Quezon City Until Dec. 31, 2025
Roll No. 80835
PTR No. 6986788, 01/07/2025, Q.C.
IBP No. 331161, December 19, 2023
MCLE Comp. No. VIII-0000973 / Until April 14, 2025
ADM Matter No. NP. 088 / (2025-2026)
Lot 27 Block VI, No. 1160 Quirino Highway
Brgy. Kaligayahan, Quezon City